

Mr. Juan Ortiz
Emergency Management Coordinator
City of Fort Worth
1000 Throckmorton Street
Fort Worth, Texas 76102

Dear Mr. Ortiz:

This letter will serve as a Loan Agreement between the Board of Regents of the University of Oklahoma, an agency of the State of Oklahoma for and on behalf of the College of Atmospheric and Geographic Sciences (herein called "University"), and the City of Ft. Worth, Texas, a governmental entity of the State of Texas (herein called "City").

In September, 2003, the National Science Foundation (NSF) established an Engineering Research Center (ERC) for Collaborative Adaptive Sensing of the Atmosphere (CASA) to develop a network of small, low-cost, low-power radars that could collaboratively and adaptively sense the lower atmosphere. The ERC is designed to bring together academic and industrial partners to overcome the deficiencies of existing radar networks. In the end, the developed technology is expected, among other things, to dramatically improve sensing near the ground for improved analysis and prediction of surface weather conditions. The Center for Analysis and Prediction of Storms (CAPS) at the University of Oklahoma has been central to this ERC.

As part of its participation in the ERC, the University purchased and erected a Sabre 53 Ft. Model S3TL-29 Self-Supporting Tower and 8'W x 12'L x 8'H shelter manufactured by ThermoBond Buildings, Inc. (collectively, "Equipment") currently located in Caddo County, Oklahoma, as more specifically described in Exhibits "A" and "B" hereto; however, the University has exhausted its needs for the Equipment and the City, a similarly affiliated CASA entity, does have need of the Equipment and is willing to transfer the Equipment from its current location to the City at its cost and the University is willing to loan the Equipment as provided hereafter.

The University is pleased to loan the Equipment to the City, indefinitely and free of rent, under the following conditions: that it is loaned for use consistent with the purposes for which the ERC was established by NSF and that once the Equipment is no longer needed for those purposes, this Agreement is terminated and City shall so notify University; that it is loaned without any warranty whatsoever on an "as is" basis; that City will coordinate the transfer with the University and with the current landowner on whose land the Equipment is placed; that City will repair and maintain the Equipment in good and proper working order at all times and insure the Equipment for any loss or damage while in City's possession or control; that either party may terminate this Agreement at any time by giving not less than one hundred eighty (180) days prior written notice to the other and upon termination for whatever reason, that City agrees to return said Equipment to the University at City's expense, upon University's reasonable request; that each party shall be responsible for its own negligent acts and omissions and those of its employees and agents in accordance with applicable law; that this Agreement constitutes the entire agreement

between the parties superseding all prior and/or contemporaneous discussions, representations, or agreements relating to the loan and it may not be changed unless by the mutual written agreement of the parties; that this Agreement may not be assigned by either party in whole or in part without the prior written permission of the assigning party; that this Agreement shall be binding upon their respective successors, assigns or transferees of any nature; and, that each party hereby warrants the authority of the person executing this Agreement to sign on its behalf. Notices will be submitted to the offices identified below or such other address as may hereafter be designated by notice in writing.

If to City:

Name:

Address:

City, State, ZIP Code:

Telephone:

Email:

If to University:

Andrea Deaton

Office of Research Services

University of Oklahoma

201 David L. Boren Blvd., Three Partners Place, Ste. 150

Norman, OK 73019-5715

(405) 325-4757

adeaton@ou.edu

If the above terms accurately reflect your understanding of this transaction, please indicate your agreement and acceptance by signing where indicated below.

Sincerely,

Andrea Deaton, CRA

Associate Vice President for Research

ACKNOWLEDGED AND AGREED:

The City of Ft. Worth, Texas

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A"

EQUIPMENT LOCATION

Pursuant to a permanent easement agreement between the University and landowners Joe and Mary Gonshor, copy attached hereto as ATTACHMENT "1", the Equipment was erected on a small portion of landowner's property generally in or about the town of Cyril, Caddo County, Oklahoma, as more particularly described as:

A tract of land described as beginning at a point 1390.00 Feet N 00°16'16" W of the Southeast corner of the Southeast quarter of Section 28, Township Five (5) North, Range Ten (10) West IM., Caddo County, Oklahoma. According to the Government survey, thence S 89°43'44" W a distance of 40.00 Feet; Thence N 89°43'44" E a distance of 73.00 feet to a point on the East line of said SE/4 a distance of 40.00 to the point of beginning.

EXHIBIT "B"

DRAWING OF TOWER